K.

1951

Agn Leg/St. Pr. II

Legal Department

E Branch

Agreements and Sanads

under the Land Acquisition

Act 1894

(Pr 2/6)

Agn Leg/St Pr-II

116-E

1 3044

S A N A D.

To

The Chairman of the Karnatak Lingayat Education Society Ltd., Belgaum District ~~Belgaum~~.

Whereas by an agreement dated the 17th day of November 1969 and expressed to be made between the Karnatak Lingayat Education Society, Belgaum, a Society registered under the Societies Registration Act, (Bombay Act XXI of 1860) having its registered office at Belgaum (hereinafter called "the Society" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part and the Governor of Bombay (hereinafter called "the Government" which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assignees) of the other part, in consideration of the society having undertaken to use the pieces or parcels of land more particularly described in the schedule hereto annexed (hereinafter referred to as "the said land") for the purposes of the buildings,, of the Polytechnic College, Hubli, the Government agreed to acquire the said land under the provisions of the Land Acquisition Act, 1894 (hereinafter called "the said Act").

And whereas in pursuance of the said agreement the Government have acquired the said land and the society has paid to the Government the cost of acquisition of

the....

land.

whereas possession of the said land
delivered and transferred to the

and whereas the said land has been vested
the Society subject to the provisions
the Bombay Land Revenue Code, 1879,
reinafter called "the said Code") and Rules
made thereunder from time to time.

Now therefore it is hereby declared that the said land is vested in the Society and is held by the Society as its property to be used for the purposes of the buildings of the Polytechnic College subject nevertheless to the payment by the Society of the agricultural, non-agricultural or other assessment as the case may be to which the said land may be liable under the provisions of the said Code and the rules made thereunder and the local Fund Cess as the case may be on the following terms and conditions :-

4. The Society shall-

i. not use the said land for any purpose other than that for which it is acquired;

ii. undertake the work of the construction of the building or buildings required for the Polytechnic College within one year from the date on which possession the land is handed to the Society complete the same within three years the aforesaid date;

times, keep and maintain the and the building or buildings green in good order and condi-

tisfaction of the Collector.

the said land.

And whereas possession of the said land has been delivered and transferred to the Society.

And whereas the said land has been vested in the Society subject to the provisions of the Bombay Land Revenue Code, 1879, (hereinafter called "the said Code") and Rules framed thereunder from time to time.

Now therefore it is hereby declared that the said land is vested in the Society and is held by the Society as its property to be used for the purposes of the buildings of the Polytechnic College subject nevertheless to the payment by the Society of the agricultural, non-agricultural or other assessment as the case may be to which the said land may be liable under the provisions of the said Code and the rules made thereunder and the local Fund Cess as the case may be on the following terms and conditions :-

4. The Society shall-

i. not use the said land for any purpose other than that for which it is acquired;

ii. undertake the work of the construction of the building or buildings required for the Polytechnic College within one year from the date on which possession of the land is handed to the Society and complete the same within three years from the aforesaid date;

iii. at all times, keep and maintain the said land and the building or buildings erected thereon in good order and condition to the satisfaction of the Collector.

iv. at its own cost provide and continue to provide on the said land such roads, parks and other amenities as the Government may by a general or special order prescribe and observe and carry out all the directions which the Government may from time to time issue with respect to such roads, parks and other amenities including the directions as regards the maintenance or use thereof or entry therein.

v. manage the said Society in accordance with the rules and regulations for the time being in force of the Educational Department Bombay.

vi. maintain all records of the Society properly and supply to Government punctually such returns of educational statistical and other information as may from time to time be required by Government;

vii. not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable;

8. The Society shall from time to time and at all times permit the Government or any officer or officers authorised the Government in that behalf to
the said land and any works of Society upon the said land course of construction
shall furnish to the to time on demand

monies expended by the Society
the construction of the said works of
Society upon the said land.

said land is not used
for which it is acquired
hereinbefore recited or is used for any
other purpose or in case the Society
commits a breach of any of the conditions
hereof, the said land together with the
buildings, if any, erected therein, shall
be liable to resumption by the Government
subject however to the condition that the
amount spent by the Society for the
acquisition of the said land or its value
as undeveloped land at the time of resumption,
whichever is less (but excluding the
cost or value of any improvements made by
the Society to the said land or of any
structure standing on the said land) shall
be paid as compensation to the Society.
Provided that the said land and the buildings, if any, erected thereon shall not be
so resumed, unless due notice of the breach
complained of has been given to the Society
and the Society has failed to make good the
breach or to comply with any directions
issued by the Government in this behalf within
the time specified in the said notice for
compliance therewith.

7. If at any time or times the whole or
any part of the said land is required by
Government or for the purpose of making any
new public road, or for any purpose connected with the public health, safety, utility
or necessity (as to which matter the Society
shall accept as final the decision of the

the monies expended by the Society in the construction of the said works of the Society upon the said land.

6. In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or is used for any other purpose or in case the Society commits a breach of any of the conditions hereof, the said land together with the buildings, if any, erected therein, shall be liable to resumption by the Government subject however to the condition that the amount spent by the Society for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost or value of any improvements made by the Society to the said land or of any structure standing on the said land) shall be paid as compensation to the Society. Provided that the said land and the buildings, if any, erected thereon shall not be so resumed, unless due notice of the breach complained of has been given to the Society and the Society has failed to make good the breach or to comply with any directions issued by the Government in this behalf within the time specified in the said notice for compliance therewith.

7. If at any time or times the whole or any part of the said land is required by Government or for the purpose of making any new public road, or for any purpose connected with the public health, safety, utility or necessity(as to which matter the Society shall accept as final the decision of the

iv. at its own cost provide and continue to provide on the said land such roads, parks and other amenities as the Government may by a general or special order prescribe and observe and carry out all the directions which the Government may from time to time issue with respect to such roads, parks and other amenities including the directions as regards the maintenance or use thereof or entry therein.

v. manage the said Society in accordance with the rules and regulations for the time being in force of the Educational Department, Bombay.

vi. maintain all records of the Society properly and supply to Government punctually such returns of educational statistical and other information as may from time to time be required by Government;

vii. not use the said land or any building that may be erected upon it for any purpose which in the opinion of Government is objectionable;

8. The Society shall from time to time and at all times per it the Government or any officer or officers authorised by the Government in that behalf to inspect the said land and any works of the Society upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of

Government) the Society on being thereunto required by Government in writing shall transfer to the Government, the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes and in consideration of such transfer the Government, shall pay to the Society a sum equal to the amount of compensation awarded under the said Act and paid by the Society in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amounts as shall be estimated by the Executive Engineer, Dharwar Division, whose decision in the matter shall be final as the cost of the development of the land so transferred which shall include the value on the date of transfer of any structure standing thereon and when part of the building is on the land so transferred and part on the adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

Schedule.

District Dharwar Taluka Hubli Village Unkal.

S.Nos. 31/1-A, 31/1B, 31/2, 32, 33/1, 33/2A, 33/2B, 33/2C, 33/3, 33/4+11. 33/6+19A, 33/7, 33/8A+B, 33/9, 33/10+19+20, 33/13, 33/14, 33/15, 33/16, 33/17 33/18. 34/1/,34/2, 34/3, 34/4, 34/6, 34/7A+7B+7C, 34/10, 34/14, 34/15, 34/17,

34/19., 34/20, 41/1+2, 41/3, 41/4, 41/5, 41/6, 41/7, 41/8, 41/9, 41/10, 41/11, 43, 44/1+3B, 44/2+3A, 44/3C and 45.

The area of the lands required is 94 acres and 6 gunthas.

This Sanad is executed on behalf of the Governor of Bombay by the Collector of Dharwar, this day of 1951.

Seal of the Collector.

Collector of Dharwar.

DD/26/11/

8

Submitted after nine

· file in Appn Log/Ack

MAD
5/12

Ack Sent

RLP
5/12

7 9411

LEGAL DEPARTMENT.

The draft Sanad as slightly amended is in order.

R.N 3/12

Solicitor to Government.

U.R. to R.D.No. 19430, dated the 4th December 1951.

Signed 4/12